

## Tradie Accelerator Program Terms and Conditions

AOB Group Pty Ltd ABN 50 164 548 261 trading as Tradie Accelerator ('**Tradie Accelerator**' or '**we**' or '**our**') operates a training program designed to provide selected participants ('**you**' or '**Participant**') with the knowledge, tools and strategies to better operate, manage and grow the financial performance of their businesses ('**Program**').

These Terms and Conditions outline the terms and conditions under which Tradie Accelerator will provide the Program to the Participant. It also outlines the obligations of the Participant and the information the Participant must agree to provide Tradie Accelerator, as a condition of acceptance into the Program. By accepting these Terms and Conditions, you agree to the terms outlined herein.

### Your obligations

By accepting these Terms and Conditions you agree that you must do each of the following prior to participating in the Program commences:

1. authorise direct debit of the fees identified by Tradie Accelerator from your nominated account or credit card through our payment gateway at [<https://www.tradieaccelerator.com.au/>]; and
2. register as a member of Tradie Accelerator's Program at [<https://www.tradieaccelerator.com.au/>],

(collectively, the "**Participation Criteria**").

Should the Participation Criteria referred to above not be completed prior to you participating in the Program and be completed to our absolute satisfaction you will, unless otherwise confirmed by us in writing, not be able to participate in the Program.

The provisions of these Terms and Conditions (including any documents required to be submitted to us by you) will, form a binding agreement between you and Tradie Accelerator. If you are uncertain as to the implications of agreeing to any of these terms, please seek your own legal advice.

### General Terms and Conditions

Tradie Accelerator will offer the Program to you on a month-by-month basis commencing on the date you register as a member of the program.

In accordance with the below table, each Participant will be entitled to the monthly number of scheduled and unscheduled phone call(s) with a Tradie Accelerator mentor/consultant to assist with the implementation of the tools, knowledge and strategies learned from either the mentoring sessions or the Program Content.

	Bronze	Silver	Gold	Platinum
Scheduled	1	2	2	3
Unscheduled	0	1	1	Unlimited

Scheduled mentoring calls will be between the hours of 9am and 5pm (EST) Monday to Friday (inclusive). If you are unable to attend a scheduled mentoring call, this can be rescheduled, with agreement and at the discretion of your mentor. Prioritisation will be given to other scheduled calls.

Unscheduled mentoring calls should be made to your mentor's mobile between the hours of 9am and 5pm (EST) Monday to Friday (inclusive). The mentor may answer your calls outside of these hours, at their discretion. If they mentor is unable to answer the call, they will make best endeavours to return your call within 2 hours or the start of the next business day.

The unlimited number of unscheduled mentoring calls (platinum) is subject to a fair use policy and an understanding that the conversations are resulting in changes and actions, not just talk, within your business.

Your mentor may share relevant materials to assist you, which Participants will be able to access via their computer:

- (a) pre-recorded tutorial videos;
- (b) notes;
- (c) slides;
- (d) activities; and
- (e) templates

(collectively the '**Program Content**')

## 1. **Binding Agreement**

- 1.1 Upon acceptance of these Terms and Conditions and upon the meeting of the Participation Criteria by the Participant, these Terms and Conditions create binding and enforceable obligations between the Participant and Tradie Accelerator;
- 1.2 The parties to these Terms and Conditions are each of Tradie Accelerator and the Participant (each of a '**Party**' and together the '**Parties**');
- 1.3 Subject to the meeting of the Participation Criteria, the Participant has agreed to participate in the Program and Tradie Accelerator has agreed to accept and enable the Participant to participate in the Program, on and subject to these Terms and Conditions.
- 1.4 The Participant, upon accepting these Terms and Conditions, undertakes, warrants and represents that they have read and understood these Terms and Conditions and undertake to comply with and be bound in all respects with these terms.
- 1.5 A person accepting these Terms and Conditions on behalf of a party warrants that they have authority to bind that party for that purpose.
- 1.6 These terms and conditions apply to the participation in and use of information obtained by virtue of being a Participant in the Program operated by Tradie Accelerator. These Terms and Conditions can be amended from time to time.

## 2. **Nature of Program**

- 2.1 The Program is designed to provide selected tradespersons and Participants with the knowledge, tools and strategies to better manage, operate and grow the financial

performance of their businesses. The information provided by mentors, facilitators, speakers, consultants or others we engage ('**Mentors**') is provided on a good faith basis to stimulate analysis and discussion.

- 2.2 You are responsible for the evaluation of any such information and your own business decisions, and should ensure you obtain professional advice specific to your business. Neither we nor any Mentors provide any guarantees as to any outcomes from your participation in and use of information obtained by virtue of your participation in the Program.
- 2.3 Any reliance or action based on information obtained by virtue of your participation in the Program is at your own risk and to the maximum extent permitted at law you release and indemnify each of us, each Mentor and each other participant in the Program from and against all claims, costs, expenses, losses and liabilities (including legal costs on an indemnity basis) suffered or incurred by a Participant or any other person as a result of any such reliance. This indemnity and release may be enforced by each Mentor in their own right (or by us on behalf of any Mentor).

### 3. **Program Content**

- 3.1 The Program Content is accessible at [www.tradieaccelerator.com.au/members](http://www.tradieaccelerator.com.au/members)
- 3.2 We reserve the right to vary the Program Content at any time.
- 3.3 We take no responsibility for the participation of Participants in any Program Content and we accept no liability, and will not provide any compensation or replacement session in the event that a Participant does not access or participate in particular Program Content.
- 3.4 We reserve the right to hold lessons by way of physical lectures, teleconference or otherwise upon reasonable notice to the Participant.

### 4. **Fees**

- 4.1 In consideration for the Participant participating in the Program, you agree to pay Tradie Accelerator the fees specified at [www.tradieaccelerator.com.au/pricing](http://www.tradieaccelerator.com.au/pricing) (**Fees**).
- 4.2 You agree that by accepting the offer to participate in the Program, you will be liable to Tradie Accelerator for a minimum of one (1) monthly payment of the Fees. After the initial one (1) month, Tradie Accelerator will continue to charge you Fees on a monthly basis unless and until you provide Tradie Accelerator with not less than thirty (30) days prior written notice of your intention to withdraw from the Program.
- 4.3 Tradie Accelerator can at any time terminate your participation in the Program. If your participation in the Program is terminated by Tradie Accelerator, other than in respect of any Fees owing, no further Fees will be payable by you.
- 4.4 You acknowledge that Tradie Accelerator will directly debit the Fees from your nominated account or credit card, and that if there are insufficient funds to debit Fees on the due date, or if a debt processed by Tradie Accelerator is otherwise unsuccessful (other than due to error or omission by Tradie Accelerator), you will be liable to pay the amount of the outstanding Fees to Tradie Accelerator, in addition to a reprocessing fee of \$10.00 and any other costs reasonably incurred by Tradie Accelerator in connection with recovering the Fees from you.
- 4.5 You acknowledge that we are not obliged under any circumstances to provide a refund of any Fees paid.

## 5. Online Systems

- 5.1 Delivery of the Program will be via the members section of the Tradie Accelerator website ('**System**') at [www.tradieaccelerator.com.au](http://www.tradieaccelerator.com.au). You will be provided with these details before the commencement of the Program.
- 5.2 By accepting these terms and conditions you agree that:
- 5.2.1 access to the System may not always be available;
  - 5.2.2 access to Program Content, documents, or any other Program information or data may not always be available;
  - 5.2.3 no refunds shall be given to you due to the System being unavailable at any time;
  - 5.2.4 you absolve us of any liability as a result of any virus, malware or other computer infection that is caused from downloading any file, program or media from our System;
  - 5.2.5 you represent and warrant that you own, have permission or the relevant authority for any document or file that you may upload to our System for the purposes of the Program or otherwise; and
  - 5.2.6 you will not upload any virus, malware or other computer infection to our System (whether it be maliciously or by accident);
  - 5.2.7 you will not use the System in breach of any applicable laws or regulations;
  - 5.2.8 you will not use the System to harm, abuse, harass, stalk, threaten or otherwise offend others;
  - 5.2.9 you will not use the System in any way that may interfere with, disrupt, or create an undue burden on the System; and
  - 5.2.10 you must not upload, post, transmit or otherwise make available any material that:
    - (a) is not your original work, or which may infringe the intellectual property or other rights of another person;
    - (b) is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including material that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
    - (c) includes an image or personal information or another person unless you have their consent;
    - (d) includes an image or personal information of another person unless you have their consent;

- (e) you know or suspect, or should reasonably know or suspect, to be false, misleading or deceptive;
- (f) contains large amounts of untargeted, unwanted or repetitive content; or
- (g) contains financial, legal, medical or other professional advice.

Without limiting the above, you will not and will not permit a third party to:

- 5.2.11 use any method or process (including data scraping, web-bots, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repacking the System;
  - 5.2.12 use, obtain, or attempt to obtain from the website, information in order to identify or discover pricing, underwriting, rating and related business methodology or systems; and
  - 5.2.13 do anything which will or may damage, disrupt access to or interfere with the proper operation of the System.
- 5.3 Tradie Accelerator will not be responsible for any increase in data consumption or excess data charges that you incur through your internet provider.
  - 5.4 Tradie Accelerator is not responsible for, and accepts no liability with respect to, any material uploaded, posted, transmitted or otherwise made available on the System by any person other than Tradie Accelerator. Tradie Accelerator does not endorse any opinion, advice or statement made by any person other than Tradie Accelerator.
  - 5.5 You must not link to, frame or mirror any part of the System without Tradie Accelerator's written authorisation.
  - 5.6 Access to the System requires a working computer or tablet with an up to date web browser, templates and activities are in Microsoft Office and PDF which can be accessed via a viewer if you don't have these programs. It is your responsibility to obtain, at your cost, the required hardware, software and any other ancillary information technology required to access the System.
  - 5.7 Tradie Accelerator accepts no liability in connection with an inability of your information technology hardware, software and other equipment to access the System, and no refund of Fees will be provided in the event that you are unable to access the System.
  - 5.8 Your Content
    - 5.8.1 Your Content means any text, images, or photographs you create, upload, share, store or transmit via the System.
    - 5.8.2 You warrant that:
      - (a) you own all Your Content or are otherwise authorized to upload, share, store, transmit and otherwise deal with Your Content as contemplated by these Terms and Conditions; and

- (b) the information contained in Your Content is accurate, not confidential and not in violation of any contractual restrictions or other third party rights.

- 5.8.3 It is your responsibility to ensure Your Content is correctly entered or uploaded to the System.
- 5.8.4 We have no obligation to store, maintain, or provide you with a copy of Your Content.
- 5.8.5 Although you retain ownership of Your Content that you upload, by submitting or uploading Your Content via the System, you grant Tradie Accelerator a non-exclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicenseable, fully paid up and royalty-free licence to use, share, transmit, publish, alter, host, distribute and commercialize Your Content in any way.

## 6. Confidentiality

- 6.1 You acknowledge that in the course of the Program, Participants may receive certain confidential information regarding other participants or other businesses. All Participants must keep all information disclosed or obtained during the course of the Program confidential (whoever that information belongs to or is disclosed by) and you may only use such information for personal purposes and not for profiteering or to disadvantage or compete with the discloser of such information. You must not use or disclose any information acquired by you during any Program session in any way that may infringe the intellectual property rights of the discloser or your confidentiality obligations.
- 6.2 You acknowledge and agree that we may record any discussions or sessions that are held or take place during the Program using any electronic or recording device. By accepting these Terms and Conditions you consent to any such recording.
- 6.3 You further agree that you must not record any discussions or sessions that take place or information that is disclosed during the Program using any electronic or recording device and may only record information for your own records by way of notes made by you during the relevant Program session.
- 6.4 You must keep any such notes and information acquired by you during any Program session confidential and must not distribute such notes or information to any other person outside of the Program. Your obligations under these Terms and Conditions are in addition to any other obligations of confidentiality to which you are subject in favour of us or any of our related or associated entities.

## 7. Privacy

- 7.1 You acknowledge that you are required to provide Tradie Accelerator with certain information in order to participate in the Program.
- 7.2 This section 7 describes how we, Tradie Accelerator Pty Ltd (**us, we, our**), collect, use, handle and disclose your personal information in connection with the Program. Personal information we collect will be treated strictly in accordance with the Privacy Act 1988 (Cth), and the Australian Privacy Principles (APPs) and our Privacy Policy.
- 7.3 We collect personal information about you (eg, your name, contact details and other relevant information about you) so that we can provide you with goods and services.

- 7.4 We may also collect sensitive information from you for the purposes of the Program. Sensitive information includes information or opinion about an individual's racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association/trade union, and health information about an individual.
- 7.5 We may disclose your personal information to third parties, and organisations who provide services to us in connection with the Program. We may also disclose your personal information to regulatory bodies, where this is required by law.
- 7.6 We do not send your personal information offshore.
- 7.7 Our Privacy Policy is available on our website <http://www.tradieaccelerator.com.au/privacy-policy2.php>. It sets out our approach to management of personal and sensitive information, including how you can seek access to and correction of your personal information, and how to make a complaint about a breach of privacy. Subject to the Privacy Act 1988 (Cth), you can have access to and seek correction of your personal and sensitive information. Our Privacy Policy contains information about how you can do this as well as how you can make a complaint about a breach of privacy.
- 7.8 We may use your personal information to let you know about products and services that we think may be of interest to you. However, you may opt out of receiving marketing information at any time by using the contact details provided above. For more information, see our Privacy Policy.
- 7.9 We may use your personal information, including financial information in de-identified form (de-identification being a process by which a collection of data or information is altered to remove or obscure personal identifiers and personal information) and to assist us in running our business. We may also provide de-identified information drawn from our database in aggregated form, to third parties.
- 7.10 When your personal information is included in de-identified, aggregated data, it is not possible to identify you or anything about you from that data. We may use your de-identified data to enable the production of reports relating to company performance, and for marketing purposes.

## 8. Role of Participants

When participating in the Program, Participants:

- 8.1 may, where indicated, ask the Mentors questions, engage in group discussions and share or disclose information relevant to your business. You agree that you are responsible for any information shared or disclosed by you or any person participating on your behalf. You must ensure that you and any person participating on your behalf does not share or disclose any information that is offensive, against the law (including a breach of confidence) or that is (or we think is) inappropriate.
- 8.2 will hear views of representatives from other businesses who are participating in the Program. You acknowledge that such participants are not employees, agents or representatives of us and any views, advice or opinions expressed by any of them during the Program are their personal views, advice or opinions and do not necessarily represent our views, advice or opinions. Any reliance on any such views is at your own risk.

## 9. Release

- 9.1 For the purposes of this clause 9, "**Material**" means:

- 9.1.1 written, verbal or video testimonials from the Participant in relation to Tradie Accelerator Program; and
- 9.1.2 video recordings of the sessions or other components comprising the Program.
- 9.2 The Participant hereby agrees that Tradie Accelerator may:
  - 9.2.1 use and disclose the content of the Material but specifically only for the purposes of marketing and/or promotion of Tradie Accelerator or its goods and services via its marketing materials including but not limited to on-line streaming on the world wide web, broadcasting and printed material;
  - 9.2.2 copy, store, reproduce, adapt, alter, rearrange, edit and cut the Material at Tradie Accelerator's sole discretion to suit any format;
  - 9.2.3 authorise others to, publicise, broadcast, exhibit, distribute and otherwise exploit and communicate to the public all or part of the Material, in any and all media now known or later developed throughout the world, in perpetuity; and
  - 9.2.4 use the Participant's name, image, voice and biographical material for the purpose of promoting and publicising the Material, in any and all media throughout the world in perpetuity.
- 9.3 The Participant agrees that Tradie Accelerator will own the entire right, title and interest (including present and future copyright) in the Material and to the extent required, the Participant assigns all of their right, title and interest (including present and future copyright) in the Material to Tradie Accelerator.
- 9.4 The Participant acknowledges that Tradie Accelerator is under no obligation to use all or part of the Material.

## 10. **Directions**

Participants must comply with all our reasonable requirements or directions relevant to their participation in the Program including, without limitation, compliance with any policies and procedures we indicate are relevant to the Participant's or any other person's participation in the Program.

## 11. **Intellectual Property**

- 11.1 The Participant agrees that Tradie Accelerator may use, but is not obliged to use, the Participant's business name, logo and trade mark (if applicable) on our website at <http://www.tradieaccelerator.com.au/> and on other marketing materials (together '**Tradie Accelerator Marketing Materials**') which incorporate common law or registered trade marks owned by the Participant ('**the Get Up and/or Trade Marks**').
- 11.2 The Participant hereby licenses Tradie Accelerator to use the Get-Up and/or Trade Marks as indicated above ('**Intellectual Property**'), on the following terms:
  - 11.2.1 The term of the licence will be 2 years from the date of acceptance of these Terms and Conditions ('**Initial Term**'); and



11.2.2 The term of the licence will be automatically renewed for successive periods of 1 year following the Initial Term ('**Renewal Term**') unless the Participant gives written notice to Tradie Accelerator ending the licence not less than ninety (90) days prior to the expiry of the Initial Term or the then current Renewal Term (as applicable)

(the Initial Term and each Renewal Term collectively, '**the Term**')

11.2.3 Tradie Accelerator must:

- (a) only use the Intellectual Property on the Tradie Accelerator Marketing Materials during the Term;
- (b) ensure that any Tradie Accelerator Marketing Materials to which the Intellectual Property is applied are produced in a manner, and at a sufficient level of quality, so as to not damage the goodwill in the Intellectual Property;
- (c) not enter into any agreement with a third party that purports to grant any right, title or interest in the Intellectual Property to that third party without the prior written consent of the Participant;
- (d) not apply for or register any intellectual property that is substantially identical or deceptively similar to the Intellectual Property without prior written consent of the Participant; and
- (e) not, during the Term or thereafter represent that we have any proprietary, intellectual or moral right, title or interest in the Intellectual Property (other than such rights provided for in these Terms and Conditions) or register or attempt to register any such rights.

11.2.4 These Terms and Conditions do not grant or transfer to Tradie Accelerator ownership or any other proprietary rights to any of the Intellectual Property.

11.3 For the avoidance of doubt, all intellectual property in any information, Program Content, presentations, papers, handouts or other materials we provide to you when participating in the Program is owned by us and/or the relevant Mentor (as applicable). The disclosure of such intellectual property to you in no way transfers any legal right to that intellectual property to you and provides you only with a limited licence to utilise the relevant intellectual property only for the purpose of your participation in the Program and for no other purpose. You may not distribute, sell, market, publish or otherwise provide to any third party, any information, Program Content, presentations, papers, handouts or other materials we provide to you in connection with the Program.

## 12. **Enforcement**

12.1 We have the right, but are not obligated, to strictly enforce these Terms and Conditions through self help, active investigation, litigation and prosecution. We reserve the right to act immediately and without notice to restrict, suspend or terminate your entitlement to attend and participate in the Program if we reasonably determine that your conduct may:

- 12.1.1 expose us or any Mentor to sanctions, prosecutions, civil action or other liability;
  - 12.1.2 cause harm to or interfere with us, Mentors, other participants or others we engage, or the running of the Program, whether such harm or interference is financial, reputational or otherwise;
  - 12.1.3 interfere with the rights or enjoyment of the Program by any person including, without limitation, other participants or Mentors; or
  - 12.1.4 violate any applicable law, rule or regulation.
- 12.2 Notwithstanding any other term of these conditions, there is no obligation on us to allow the Participant or any other person to continue in the Program. We may, in our absolute discretion, terminate the participation of the Participant or any other person in the Program at any time, without liability to the Participant (who waives and releases us, each Mentor and each of our associated or related entities, together with each of our respective officers, directors, employees and agents from any and all claims that may otherwise but for this release arise).

### 13. **Miscellaneous**

Any failure to insist upon or enforce performance under any provision of these terms will not be construed as a waiver of any provision or rights. Neither the cause of conduct between the parties nor trade practice will act to modify any provision in these terms and conditions. We may assign our rights and duties under these terms to any party at any time without notice to you. If any provision of these terms is deemed unlawful, void or for any reason unenforceable then that provision will be deemed severable from these terms so that it does not affect the validity and enforceability of any remaining provisions. These Terms and Conditions are subject to Australian law and may be enforced through Australian courts.

### 14. **Indemnification**

In addition to any other indemnity you provide under these terms, you agree to indemnify, defend and hold us, the Mentors and others we engage, and each of our respective directors, employees and agents harmless from and against all claims, liabilities, losses, expenses, damages and costs (including reasonable legal fees on a full indemnity basis) that arise from:

- 14.1 any violation of these terms by the Participant or any person participating in the Program on behalf of the Participant;
- 14.2 any violation of any rights of a participant or Mentor of the Program by you;
- 14.3 any violation of any right of a third party by you;
- 14.4 any violation of any applicable law; and
- 14.5 any information or content that you disclose, submit, share or otherwise make available at any Program session in breach of any obligation of confidentiality that you owe.

### 15. **Disclaimer**

To the maximum extent permitted by law, we (and our directors, employees and agents), the Mentors and others we engage do not accept any liability for, and the Participant agrees to release us, each of the Mentors and others we engage (and each of our respective directors, officers and employees) from any claim in relation to any loss, howsoever caused, suffered or incurred by you arising from your attendance at, participation in or use of information obtained by virtue of your attendance at the Program and any liability we, the Mentors and others we

engage owe to you is limited, to the maximum extent permitted under law, to us providing the service again.

16. **Governing Law**

These terms and conditions are governed by the laws of Victoria, Australia.